## EXHIBIT 11

# **Does Employer Have Coverage?**

If you cannot find an employer or suspect an employer of operating without workers' compensation insurance, please select one of the following links to <u>electronically send Employer</u>

Whistleblower Form or, mail a <u>paper copy Employer Whistleblower Form</u> (PDF).

### **Coverage History**

**IMPORTANT NOTE TO GOVERNMENT AGENCIES:** The coverage information contained on this web site is **NOT** a substitute for government agencies requiring certificates of workers' compensation and disability benefits insurance from applicants pursuant to Workers' Compensation Law Sections 57 and 220. Government entities should only use the coverage information contained on this web site to verify certificates of insurance that have already been received pursuant to WCL Sections 57 and 220.

#### **New Search**

#### **Back to Search Results**

#### **Employer**

WCB Emp Num Name		Address	
3029022	ESPIRE ADS LLC	RIVERSIDE, CA	

### **Workers' Compensation Coverage**

Insurer	Policy Number	<b>Effective Date</b>	End Date	End Reason	Wrap Up
HARTFORD ACCIDENT & INDEMNITY	76WEGAB0TBR	12/28/2018	04/07/2019	Policy Cancelation	N
HARTFORD ACCIDENT & INDEMNITY	76WEGAB0TBR	02/26/2018	12/28/2018	Non-Renewal	N

# **Disability Benefits Coverage / Paid Family Leave (PFL)**

Insurer	Policy Number	<b>Effective Date</b>	End Date	End Reason	Coverage Type
SHELTERPOINT LIFE INSURANCE	DBL543310	02/26/2018	04/28/2019	Non-Payment of Premium	PFL and DB

INDEX NO. 905804-21

RECEIVED NYSCEF: 07/12/2021

SUPREME COURT OF THE STATE OF NEW YORK, COUNTY OF ALBANY

WORKERS' COMPENSATION BOARD OF THE STATE OF NEW YORK, :

JUDGMENT

EMP#

: 3029022

-against-

JUD#

ESPIRE ADS LLC

NYSCEF DOC. NO. 2

Defendant(s)

Plaintiff,

FILING DT:

By order of the Chair of the Workers' Compensation Board of the State of New York, demand for the payment of the sum of \$39,500.00, representing Awards and Penalties having been made against the above captioned Defendant(s), after due notice, having defaulted in payment thereof, except the sum of \$0.00 leaving \$39,500.00 due and payable.

NOW, upon the certified copies of notices attached hereto, and upon motion of the General Counsel of the Workers' Compensation Board of the State of New York, attorney for Plaintiff, pursuant to Section 26 of the Workers' Compensation Law of the State of New York providing for entry of judgment by the County Clerk in event of such default, it is ADJUDGED, that the Plaintiff, Workers' Compensation Board of the State of New York, 328 State Street, Schenectady, NY 12305 does recover from the above-captioned Defendant(s), whose last known address(es) are; 3601 CENTRAL AVE # 42, RIVERSIDE, CA 92506-5901, respectively; the sum of \$39,500.00, and the Plaintiff have execution therefore.

\_\_\_\_day of \_\_\_\_\_\_

James R. McGinn, Esq. Attorney for Plaintiff Workers' Compensation Board 328 State St. Schenectady, NY 12305

C-45 6/2007

INDEX NO. 905804-21

RECEIVED NYSCEF: 07/12/2021

SUPREME COURT OF THE STATE OF NEW YORK, COUNTY OF ALBANY

WORKERS' COMPENSATION BOARD OF THE STATE OF NEW YORK, :

JUDGMENT

EMP#

: 3029022

-against-

JUD#

ESPIRE ADS LLC

NYSCEF DOC. NO. 2

Defendant(s)

Plaintiff,

FILING DT:

By order of the Chair of the Workers' Compensation Board of the State of New York, demand for the payment of the sum of \$39,500.00, representing Awards and Penalties having been made against the above captioned Defendant(s), after due notice, having defaulted in payment thereof, except the sum of \$0.00 leaving \$39,500.00 due and payable.

NOW, upon the certified copies of notices attached hereto, and upon motion of the General Counsel of the Workers' Compensation Board of the State of New York, attorney for Plaintiff, pursuant to Section 26 of the Workers' Compensation Law of the State of New York providing for entry of judgment by the County Clerk in event of such default, it is ADJUDGED, that the Plaintiff, Workers' Compensation Board of the State of New York, 328 State Street, Schenectady, NY 12305 does recover from the above-captioned Defendant(s), whose last known address(es) are; 3601 CENTRAL AVE # 42, RIVERSIDE, CA 92506-5901, respectively; the sum of \$39,500.00, and the Plaintiff have execution therefore.

\_\_\_\_day of \_\_\_\_\_\_

James R. McGinn, Esq. Attorney for Plaintiff Workers' Compensation Board 328 State St. Schenectady, NY 12305

C-45 6/2007

#### FILED: ALBANY COUNTY CLERK 07/12/2021

NYSCEF DOC. NO. 1

INDEX NO. 905804-21

RECEIVED NYSCEF: 07/08/2021

SUPREME COURT OF THE STATE OF NE	W YORK, COUNTY OF ALBAN 	IY (
WORKERS' COMPENSATION BOARD OF -agains	Plaintiff,	-
ESPIRE ADS LLC	Defendant(s) : : : :	
	; ; ;	

The undersigned, an attorney in the office of the Workers' Compensation Board of the State of New York, Plaintiff herein, hereby affirms that the following is true under the penalty of perjury, upon information and belief:

This affirmation is based upon a review of the file which is maintained by the Workers' Compensation Board in its regular course of business.

I am familiar with the status of payment in this matter. The award/penalty/assessment/demand for deposit of security made against the defendant(s) in the amount of \$39,500.00 is in default, as more than thirty days have elapsed since the demand upon the defendant(s) herein for payment. No payment has been received nor has the aforesaid security been deposited in compliance with said demand to date, except the sum of \$0.00, leaving due and payble the sum of \$39,500.00.

Dated: 7th day of June, 2021.

<u>S/</u> James R. McGinn, Esq. Judgment Unit

C-45,45E 1/2009

#### FILED: ALBANY COUNTY CLERK 07/12/2021

NYSCEF DOC. NO. 1

INDEX NO. 905804-21

RECEIVED NYSCEF: 07/08/2021

;	SUPREME COURT OF THE STATE OF N	EW YORK, COUNTY OF ALBA	νNΥ	,
\	WORKERS' COMPENSATION BOARD OF	Plaintiff,	X : :	
į	ESPIRE ADS LLC	Defendant(s)		AFFIRMATION OF REGULARITY
			: : : X	

The undersigned, an attorney in the office of the Workers' Compensation Board of the State of New York, Plaintiff herein, hereby affirms that the following is true under the penalty of perjury, upon information and belief:

This affirmation is based upon a review of the file which is maintained by the Workers' Compensation Board in its regular course of business.

The Workers' Compensation Board of the State of New York, in accordance with the provisions of the Workers' Compensation Law, has made an assessment/award in the sum of \$39,500.00, against the defendant(s). Attached hereto and made a part hereof are certified copies of the Notice of Decision and Award, and/or a certified copy of the demand for deposit of security, and/or a certified copy of the chair's order imposing, and the demand for payment of, assessments imposed by the chair pursuant to subdivision five of section fifty-two and/or one hundred thirty one of the Workers' Compensation Law, as required for filing of judgment per Workers' Compensation Law, Section 26 and/or 219. Appeals before the Board have been exhausted.

No payment of award has been made except \$0.00, leaving \$39,500.00 due and payable.

WHEREFORE, it is respectfully requested that judgment be entered against the Defendant(s) herein in the sum stated as remaining due and payable.

Dated: 7th day of June, 2021.

<u>S/</u> James R. McGinn, Esq.

James R. McGinn, Esq. Judgment Unit

C-45.1E 6/2007

COUNTY CLERK 07 INDEX NO. 905804-21

RECEIVED NYSCEF: 07/08/2021

Workers' Compensation Board

DATE

NYSCEF DOC. NO. 1

STATE OF NEW YORK WORKERS' COMPENSATION BOARD JUDGMENT UNIT 328 STATE STREET SCHENECTADY, NY 12305-2318 866-298-7830

THIS AGENCY EMPLOYS AND SERVES PEOPLE WITH DISABILITIES WITHOUT DISCRIMINATION.

ESPIRE ADSILLO 3601 CENTRAL AVE # 42 RIVERSIDE CA 92506-5901

06/07/2021

WCB EMPLOYER #: 3029022 UIER #: 53-60534 \*\*\*\*\*8561 FEIN/SS#:

> It is hereby certified that this is a true and correct copy of the original as filed with the Workers' Compensation Board

**FINAL NOTICE \*** 

James R. McGinn, Esq. Judgment Unit

DATE.	00/07/2021			Certif	ied on 06/07/21	
Item	Description			Non-Compliance Dates	Accident Date	Balance Due
2019W002368 Total Balan		Carry Workers	Comp Ins	04/07/2019-06/04/2	2021	\$39,500.00 <b>\$39,500.</b> 00

 If payment is not received immediately, judgment will be filed and the employer is subject to seizure of assets, both business and personal, without further notice from the Board.

> In order to insure prompt credit of your payment, complete the following with the Date, Number and Amount of your check and return it, along with your payment to:

WORKERS' COMPENSATION BOARD

FINANCE OFFICE

328 STATE STREET, SCHENECTADY, NY 12305-2318

Please detach and return bottom portion with your payment.

MAKE CHECKS PAYABLE TO "UNINSURED EMPLOYERS FUND". PLEASE INCLUDE YOUR WCB EMPLOYER NUMBER ON YOUR CHECK.

Employer	ESPIRE ADS LLC			WC	3029022		
					Cu	stomer ID#	
Check Date			Check #			Check Amount	

C-45.37 5/2004 Page 1 of 2 FILED: ALBANY COUNTY CLERK 07/12/2021

NYSCEF DOC. NO. 1

INDEX NO. 905804-21 RECEIVED NYSCEF: 07/08/2021

		Non-Compliance	Non-Compliance Dates Accident Date		
tem	Description	Dates	Accident Date	Balance Due	
				l	

MAKE CHECKS PAYABLE TO "UNINSURED EMPLOYERS FUND".

Mail payment along with this form to:

WORKERS' COMPENSATION BOARD FINANCE OFFICE 328 STATE STREET SCHENECTADY, NY 12305-2318

C-45.37 5/2004 Page 2 of 2



Espire Ads, LLC | 237 E. 24th Street, Suite 701 | New York, NY 10016

The following terms and conditions shall be deemed to be incorporated into and made a part of any applicable Insertion Orders (the "Insertion Order")

**Payment**. Payment shall be made to Company as defined in the Insertion Order.

**Qualified Conversion Definition (Qualified Conversion):** Qualified Conversions are defined in the Insertion Order(s).

Limitation of Liability. NEITHER PARTY WILL HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE) INCLUDING, WITHOUT LIMITATION, DAMAGES RELATING TO THE LOSS OF PROFITS, INCOME OR GOODWILL, EVEN IF IT IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. WITH THE EXCEPTION OF INDEMNIFICATION OBLIGATIONS, IN NO EVENT WILL EITHER PARTY'S LIABILITY FOR MONETARY DAMAGES UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID BY ADVERTISER TO COMPANY UNDER THIS AGREEMENT.

Company's Representations; Indemnification. (i) Each party warrants that it has the right to perform its obligations herein without infringing upon the rights of any third party and the use, reproduction, distribution or transmission of any advertising material used by it ("Ad Content") will not violate any applicable law, rule or regulation; and (ii) each party will perform its obligations in compliance with this Agreement. Each party agrees, at its own expense, to indemnify, defend and hold harmless the other and its officers, directors, employees, representatives, agents, and subsidiaries, hereinafter referred to as "Affiliates" from and against third party claims, actions, liabilities, losses, expenses, damages and costs of any kind (including reasonable attorneys' fees and costs) that may at any time be incurred by any of them by reason of any claims, suits, or administrative proceedings arising from or related solely to the breach by the other of an Insertion Order, the Agreement, and/or any representation or warranty contained herein. The indemnified party will notify the other promptly of any claim, action or demand for which indemnity is claimed and will cooperate reasonably with the other at the other's sole cost and expense. The indemnified party will have the right to participate in any defense of such a claim and/or to be represented by counsel of its own choice and at its own cost and expense. The indemnifying party may not settle any lawsuit relating to the Ad Content without obtaining the prior written consent of indemnified party or in absence of such consent, an unconditional release in favor of indemnified party.

Warranties. EXCEPT AS EXPRESSLY SET FORTH HEREIN, NEITHER PARTY MAKES ANY OTHER REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND DISCLAIMS ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHER WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE FOREGOING, EACH PARTY DOES NOT WARRANT OR GUARANTEE THAT THE SERVICES CONTAINED HEREIN OR THE OPERATION THEREOF WILL BE UNINTERRUPTED.

**Publicity.** Other then as permissible herein, neither party shall make public any information relating to or concerning this Agreement and/or an Insertion Order nor the services provided under this Agreement and/or an applicable Insertion Order.

Confidentiality. As used herein, "Confidential Information" shall mean: (a) Advertiser's proprietary information marked or designated as such; (b) information marked or designated by Advertiser as confidential; (c) the terms and conditions of any Insertion Orders and this Agreement; and Company acknowledges that, as a result of the provision of services pursuant to an Insertion Order and this Agreement, Advertiser may disclose Confidential Information to Company. Therefore, Company agrees that it will make no disclosure of Confidential Information without obtaining Advertiser's prior written consent. Additionally, Company will restrict disclosure of Confidential Information to its employee(s), authorized agent(s), or independent contractors to whom disclosure is reasonably required, and such employee(s), authorized agent(s) and/or independent contractor(s) will use reasonable care, but not less care than they use with respect to their own information of like character, to prevent disclosure of any Confidential Information. Nothing contained in any Insertion Order and this Agreement shall be construed as granting or conferring rights by license or otherwise in any Confidential Information disclosed under any Insertion Order or this Agreement. This Section shall survive any termination of this Agreement for a period of 1 year thereafter. Notwithstanding anything contained herein to the contrary, confidentiality provisions shall not apply where Company can demonstrate with clear evidence that the information: (a) was previously known to it at the time of disclosure, free of any obligation to keep it confidential; (b) became publicly known through no wrongful act of it; (c) was rightfully received by it from a third party who was not bound under any confidentiality provisions; or (d) was disclosed pursuant to judicial order, requirement of a governmental agency or by operation of law.

**Termination.** Each party may terminate this Agreement or Insertion Order at any time for any reason upon 48 hour prior written notice to the other party. Such termination shall not relieve Advertiser of its obligations hereunder to pay the pro rata portion of the set CPI amount based upon the number of downloads inserted through the effective date of termination.

Miscellaneous. Any and all Insertion Orders and this Agreement: (i) shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to principles of conflicts of law, and the parties consent to the exclusive jurisdiction of the State and federal courts having jurisdiction over the State of New York; (ii) may be amended only by a written Agreement executed by an authorized representative of each party; and (iii) constitute the complete and entire expression of the Agreement between the parties, and shall supersede any and all other Agreements, whether written or oral, between the parties. In the event that any provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the remaining provisions shall remain in full force and effect. Sections that by their nature survive termination or expiration of this Agreement shall survive the termination or expiration of this Agreement. Nothing contained in any Insertion Order or this Agreement shall create any relationship of partnership, agency, franchise or joint venture between the parties. Neither party has the authority to bind the other or incur any obligation on the others' behalf.

Company: Espire Ads, LLC	Advertiser: _Fuzzy Button Games
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

#### INSERTION ORDER

"Company" Sales Contact			"Advertiser" Ad	ccount Contact			
Contact:	Erik Radtke		Contact:				
Telephone:	952-457-6770		Telephone:				
Email:	erik@espireads.com		Email:				
Address:	237 E. 34 <sup>th</sup> Street, Suite 701 New York, NY 10016		Address:				
Company A	Company Accounts Receivable Contact			ng Contact			
Contact:	Lisa Navarro		Contact:				
Telephone:	(951) 710-7325		Telephone:				
Email:	accounting@espireads.com		Email:				
Address:	237 E. 34th Street, Suite 701 New York, NY 10016		Address:				
Campaign Details and Special Conditions  Campaign will run from date of signature until further notice. Daily cap will be set at \$600 per day.  Qualifying conversions are defined as a new user that installs and opens the app (CPI). The campaign will target US mobile users on iOS and Android. The CPI price for iOS is \$0.50 and the Android price is \$0.05.  Campaign details may be modified by mutually confirmed emails.							
		Ad T	`ype				
I	raffic is influencer created content, p wall content locking traffic, and me		1	I media pages,			
	Pr	icing 1	Method				
Pricing will be based on tracked installs, recorded in the Espire Dashboard. Advertiser is responsible for payment no less than 15 days (NET15) following the end of the campaign or the end of the month in which the offer was run.							
Campaign Name: Spin2win Q3  By signing below, Advertiser agrees to be bound by the terms of this Insertion Order and Agreement.							
Signature:			Title:				
Name:			Date:				